



<b>Developer Agreement</b> Construction by Developer At Developer Expense			Developer & Address <b>Ming Fung, CFO</b> <b>B-1208 Pine, LLC</b> <b>606 Maynard Ave S, Suite 251</b> <b>Seattle, WA 98104</b>
Agreement Number <b>UCB 1608</b>			Section/Location <b>SR 5/MP 166.13R</b>
State Route No. <b>5</b>	Control Section No.	Region <b>NWR</b>	Description of Work Developer to construct an apartment building adjacent to SR 5 at 1208 Pine St with temporary staging, fencing, scaffolding and crane swing in WSDOT right-of-way.
Surety Bond <b>\$3,025,000.00</b>		Work Hours <b>Per Local Agency</b>	This agreement is issued in conjunction with crane lease AA-01-14233 and staging lease AA-01-14232, and bonds 3463755 and 3463756

This Agreement is made and entered into between the Washington State Department of Transportation (WSDOT) and the above named organization (Developer).

### Recitals

- A. The Developer wishes to construct an intersection and/or related improvements within WSDOT's right-of-way.
- B. WSDOT and Developer now wish to define responsibility for construction and maintenance of the proposed improvements.

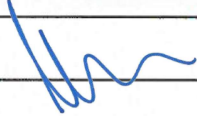
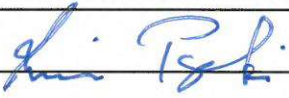
Now Therefore, by virtue of Title 47.50 RCW, it is mutually agreed between the parties hereto as follows:

1. WSDOT agrees to grant the Developer permission to construct the above described work within WSDOT right-of-way at the location described in Exhibit A, attached hereto and by this reference made a part of this Agreement.
2. The Developer agrees to construct the project as shown on Exhibit B, at 100 percent Developer expense and responsibility. Exhibit B is attached hereto and by this reference made a part of this Agreement.
  - 2.1 The responsibility of the Developer for performance, safe conduct, and adequate policing and supervision of the project shall not be lessened or otherwise affected by WSDOT's approval of plans, specifications, or work, or by the presence at the worksite of WSDOT's representative(s), or by compliance by the Developer with any requests or recommendations made by such representative(s).
3. Any change of work from that shown on Exhibit B must be approved by WSDOT prior to beginning such work. Plan revisions may be required by WSDOT if design standards change between the time of the Agreement approval and the beginning of construction.
4. Upon receipt of this Agreement by the Developer WSDOT may request a construction schedule showing critical dates and activities that will lead to the timely completion of the work required under this Agreement.
  - 4.1 Failure by the Developer to provide the construction schedule within thirty (30) days may cause cancellation of the Agreement. Cancellation of this Agreement will not lessen the Developer's responsibility to reimburse WSDOT for those costs agreed to by item 13.
5. Prior to beginning of construction, a preconstruction conference shall be held with WSDOT, Developer, and the Developer's contractor.

6. Should the Developer choose to perform the work outlined herein with other than its own forces, a representative of the Developer shall be present at all times unless otherwise agreed to by the Region Administrator. All contact between WSDOT and Developer's contractor shall be through the representative of the Developer. Where the Developer chooses to perform the work with its own forces, it may elect to appoint one of its own employees engaged in the construction as its representative. Failure to comply with this provision shall be grounds for restricting any further work by the Developer within WSDOT right-of-way, until said requirement is met.
  - 6.1 The Developer, at its own expense, shall adequately police and supervise all work on the above described project by itself, its contractor(s), subcontractor(s), agent(s), and others, so as to not endanger or injure any person or property.
7. Work within WSDOT right-of-way shall be restricted to the above specified hours and no work shall be allowed on the right-of-way Saturdays, Sundays, or Holidays, unless otherwise authorized by WSDOT.
8. In the construction and/or maintenance of this facility, the Developer shall comply with the "Manual on Uniform Traffic Control Devices for Streets and Highways", current edition. Any closures or restrictions of the highway shall require a WSDOT approved traffic control plan.
9. All material and workmanship shall conform to the Washington State Department of Transportation Standard Specifications for Road, Bridge, and Municipal Construction, current edition, and shall be subject to inspection by WSDOT.
10. All disturbed right-of-way shall be seeded, fertilized, mulched, and protected from erosion.
11. The Developer shall provide an executed surety bond acceptable to WSDOT in the amount stated above. the bond shall:
  - a. Be signed by a surety that is registered with the Washington State Insurance Commissioner and appears on the current authorized list published by the Office of the Insurance Commissioner.
  - b. Be conditioned upon faithful performance of the Agreement.
  - c. Guarantee that the surety shall indemnify and defend WSDOT against any loss resulting from the Developer's failure to faithfully perform all the terms under this Agreement.
  - d. Guarantee that the Developer or the contractor of the Developer shall pay all laborers, mechanics, subcontractors, and materialmen, or any person who provides supplies or provisions for carrying out the work.
  - e. The surety bond shall remain in full force and effect until released in writing by WSDOT.
  - f. WSDOT will recover from the Developer and its sureties such damages as WSDOT may sustain by reason of the Developer's failure to comply with the provisions of this Agreement.
12. The Developer shall obtain and keep in force for the duration of the work under this Agreement, public liability and property damage insurance with companies or through sources approved by the State Insurance Commissioner pursuant to Title 48 RCW. WSDOT shall be specifically named as an insured in a policy with the same company which insures the Developer or by an endorsement to an existing policy. The amount of coverage shall be not less than a single limit of \$1,000,000 for bodily injury, including death and property damage per occurrence. The Developer shall furnish WSDOT proof of insurance prior to undertaking any work covered by this Agreement.
13. The Developer shall reimburse WSDOT for all actual direct and related indirect costs necessitated by this Agreement. Such costs include, but are not limited to, agreement preparation, plan review, and construction inspection.
  - 13.1 The Developer agrees to make payment for the work to be done by WSDOT within thirty (30) days from receipt of billing from WSDOT. Payment not made within thirty (30) days after receipt of billings shall bear interest at the rate of one percent per month or fraction thereof until paid pursuant to RCW 43.17.240.

14. WSDOT shall have ownership and control of the completed facility within WSDOT right-of-way and related traffic signal induction loops outside WSDOT's right-of-way, all subject to final acceptance by WSDOT with the exception that the Developer, his assigns, and successors, shall be responsible for the construction and maintenance of the private connections and appurtenances between the shoulder line of the highway and the right-of-way line inclusive of surfacing and drainage, when applicable. Future construction or maintenance within the areas of responsibility by the Developer, his assigns, and successors which will affect the traffic signal induction loops and related appurtenances shall require WSDOT review and approval.
15. Any breach of the terms and conditions of this Agreement, or failure on the part of the Developer to proceed with due diligence and in good faith in the construction and maintenance work provided for herein, shall subject this Agreement to be cancelled and, at the option of WSDOT, may require the Developer to remove all or part of the facilities constructed hereunder at the Developer's sole expense.
16. The Developer shall indemnify and hold WSDOT, and its agents, employees and/or officers harmless from and shall process and defend at its own expense any and all claims, demands, suits at law or equity, actions, penalties, losses, damages, or costs, of whatsoever kind or nature, brought against WSDOT, its agents, employees and officers arising out of, in connection with, or incident to the execution of this Agreement and/or the Developer's performance or failure to perform any aspect of this Agreement. Provided, however, that if such claims are caused by or result from the concurrent negligence of (a) the Developer and (b) WSDOT, its agents, employees and/or officers, this indemnify provision shall be valid and enforceable only to the extent of the negligence of the Developer, and provided further, that nothing herein shall require the Developer to hold harmless or defend WSDOT, its agents, employees and/or officers from any claims arising from the sole negligence of WSDOT, its agents, employees, and/or officers.
17. In the event that any party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this Agreement, the parties hereto agree that any such action or proceedings shall be brought in a court of competent jurisdiction situated in King County, Washington.

In Witness Whereof, the parties hereto have executed this Agreement as of the day and year last written below.

Requesting Entity	Washington State Department of Transportation
Signature: 	Signature: 
By: <u>Ming Fung</u> Print Name	By: <u>Ramin Pazooki</u> Print Name
Title: <u>CFO</u>	Title: <u>Utilities &amp; Developer Services Manager</u>
Date: <u>05/22/2020</u>	Date: <u>3/17/20</u>

## Special Provisions for Developer Agreement

### Agreement No. UCB 1608

**These Special Provisions, in no way, relieve the responsibility of the Developer or their Contractor(s) to meet other requirements of the Standard Specifications and Standard Plans as required per this Agreement.**

Applicable provisions are denoted by ( ☒ )

☒ 1. **STATE REPRESENTATIVE/NOTICE TO PROCEED.**

No Work provided for herein shall be performed until the Developer is authorized by the following State representative:

**Rick Johnson, WSDOT Construction Representative**  
**WSDOT Northwest Region NB82-240**  
**15700 Dayton Avenue North**  
**PO Box 330310**  
**Seattle WA 98133-9710**  
**206-200-8350 (cell)**  
[johnsor@wsdot.wa.gov](mailto:johnsor@wsdot.wa.gov)

☒ 2. **PLAN CHANGES.**

- **DEVELOPER PROPOSALS.** Changes to any previously Approved Plan (including, but not limited to: Civil, Channelization, Electrical, Traffic Control, and Temporary Erosion and Sediment Control), Project Special Provisions, or the Provisions of the Agreement are not allowed without prior approval from the State's Construction Representative.
- **STATE REQUIRED CHANGES OR CORRECTIONS.** The State reserves the right to require changes or corrections due to plan omissions or details not in conformance with the State's Standard Specifications, Standard Plans, Design Manual, or Project Special Provisions.

☒ 3. **PERMITS FROM OTHER AGENCIES.** The Developer shall be responsible for obtaining any necessary Federal, State, and Local Permits including, but not limited to the Washington State Department of Ecology, the Washington State Department of Fish and Wildlife, U.S. Army Corps of Engineers, and the National Environmental Policy Act (NEPA) prior to the beginning of construction.

☒ 4. **DOCUMENTS ON SITE.** Copies of this Agreement, protected from the elements at all times during any construction authorized by said Agreement, shall be kept at the Developer's Project Office and by the Contractor's Representative(s) at the project construction site. The Agreement shall be shown upon request to any State Representative or Law Enforcement Officer. If the Agreement Package is not kept and made available at the project construction site, the Work shall be suspended.

☒ 5. **INSPECTION AND ACCEPTANCE.** All Work is subject to monitoring and inspection by the State. Upon completion of the Work, the Developer shall request a Preliminary Final Inspection for Conditional Acceptance and Conditional Approval by the State.

☐ 6. **RELEASE OF BOND.** The State shall hold the Bond for a minimum of one year after Substantial Completion/Conditional Acceptance of project is granted to assure proper Workmanship, project quality, and public safety. Should a problem occur, the Developer shall take immediate corrective action. The Bond shall not be released until final payment of the "Jx" Account and the Project As-Built construction drawings are received by the State.

☒ 7. **DELAY TO STATE CONTRACTS.** The Developer agrees to schedule the Work herein referred to and perform said Work in such a manner as not to delay the State's contractor in the performance of their contract. The State shall in no way be held liable for any damage to the Developer by reason of any such Work by the State, its agents or representatives, or by the exercise of any rights by the State upon roads, streets, public places, or structures.

☒ 8. **EXPIRATION DATE/COMPLETION OF WORK.** Should construction not begin within eighteen (18) months after the Date of Execution, the Agreement shall be canceled unless a time extension is granted. If this Agreement is canceled, it shall be necessary to repeat the entire application, review, and approval process.

☐ 9. **SURVEY MONUMENTS.** The Developer shall not disturb, remove, or destroy any existing Survey Monument before obtaining a Permit from the Washington State Department of Natural Resources (DNR). Resetting Survey Monuments shall be done by or under the direct supervision of a Licensed Professional Engineer or a Licensed Professional Land Surveyor. A listing of Survey Monuments can be found at the State's Geographic Services Office Website: <http://www.wsdot.wa.gov/monument/searchBroad.aspx>

☒ 10. **ARCHAEOLOGICAL/HISTORICAL FINDINGS.** If any archaeological or historical resources are revealed in the Work vicinity, the Developer shall immediately stop Work, notify the State's Construction Representative, retain a qualified Archaeologist who shall evaluate the site, and make recommendations to the State Representative regarding the continuance of Work.

☐ 11. **UNSUITABLE MATERIALS.** If determined necessary by the State, unsuitable material encountered during any excavation shall be removed and replaced to the satisfaction of the State at the Developer's expense. The replacement material shall be free-draining and granular, or other materials as determined by the State's Construction Representative in accordance with the Standard Specifications.



☐ **12. EROSION CONTROL/DRAINAGE.**

- **BEST MANAGEMENT PRACTICES (BMP'S).** During construction of this project, the Developer shall comply with the Washington State Department of Transportation Highway Runoff Manual, or equivalent State approved plan, and implement Best Management Practices (BMP's) as detailed to mitigate erosion.
- **WATER DISCHARGES ON THE PROJECT.** All discharges to State-owned highway right of way or highway right of way under State jurisdiction, if allowed on this project, shall conform to State and Local water quality regulations and shall meet WAC 173-201A (Water Quality Standards for Surface Waters of the State of Washington).

☐ **13. INTERFERENCE TO STATE HIGHWAY DRAINAGE.** If the Work done under this Agreement interferes in any way with the drainage of the State highway, the Developer shall wholly and at its own expense make such provision as the State may direct to address the said drainage.

☐ **14. TRAFFIC CONTROL AND PUBLIC SAFETY.**

- **TRAFFIC CONTROL PLANS (TCP's).** During the construction and/or maintenance of this facility, the Developer shall submit Project Specific Traffic Control Plans to The State for Review and Approval at least ten (10) days in advance of the time that signing and other traffic control devices will be required. These TCP's shall be in compliance with the Manual on Uniform Traffic Control Devices (MUTCD) for Streets and Highways – Part 6; Chapter 6H (<http://mutcd.fhwa.dot.gov/HTM/2003r1/part6/part6h1.htm>) and Washington modifications thereto. All TCP's shall be site specific, unless allowed otherwise by WSDOT.
- **MODIFICATION OR REVOCATION OF APPROVED TRAFFIC CONTROL PLANS.** The State reserves the right to modify or revoke any Traffic Control Plan at any time due to safety and operational problems for the traveling public. All costs and time delays associated with modification or revocation shall be borne by the Developer or their contractor. The State shall in no way be held liable for any delays, costs, or other damages to the Developer by reason of any such State action.
- **PERMITTED HOURS FOR LANE CLOSURES/STATE NOTIFICATION.** The working hours within State right of way for this project are restricted per the Approved Traffic Control Plan(s). Any extension of these hours must be requested in writing and approved prior to construction. Weekend or Holiday (including Canadian Holidays-Skagit & Whatcom Counties) Work is not permitted without written permission from the State. Five (5) working days notification shall be given to the State Representative prior to any lane closure.
- **SUSPENSION OF TRAFFIC CONTROL OPERATIONS.** The State reserves the right to suspend all lane and shoulder closure operations due to unexpected emergencies or impediments to the flow of traffic. All costs associated with this suspension shall be borne by the Developer or their contractor.
- **HAZARD PROTECTION.** All hazards to vehicular, pedestrian, and bicycle traffic shall be marked by warning signs, barricades, and lights
- **STORAGE OF EQUIPMENT AND MATERIALS.** All lanes shall be open and the shoulders shall be clear of construction equipment and materials during non-Working hours. The Work Zone Clear Zone (WZCZ) applies during Working and non-Working hours. The WZCZ applies only to temporary roadside objects introduced by the Contractor's operations and does not apply to pre-existing conditions or permanent Work. Those Work operations that are actively in progress shall be in accordance with adopted and approved Traffic Control Plans, and other Contract or Permit requirements.

During non-working hours, equipment or materials shall not be within the WZCZ unless they are protected by guardrail or barrier. The use of temporary concrete barrier shall be permitted only if WSDOT approves the installation and location.

During actual hours of work, unless protected as described above, only materials absolutely necessary to construction shall be within the WZCZ and only construction vehicles absolutely necessary to construction shall be allowed within the WZCZ or allowed to stop or park on the shoulder of the roadway.

Non-essential vehicles and employees private vehicles shall not be allowed to park within the WZCZ at any time unless protected as described above.

Deviation from the above requirements shall not occur unless the Contractor has requested the deviation in writing, and the State has provided written approval.

☐ **15. TRAFFIC CONTROL SUPERVISOR** *(Required for Large or Complex Projects: Lane Closures on Highways 40 MPH or Greater, New Signal Construction, Signal Modifications, Roundabout Construction, Major Channelization Changes, or Night Work).* The Developer or Prime Contractor shall employ an individual or individuals to perform the duties of Full-Time Traffic Control Supervisor (TCS), certified by the State. The TCS shall be responsible for safe implementation of Approved Traffic Control Plans. The TCS shall be present on the project whenever flagging, spotting, or other traffic control is being utilized. The TCS shall be responsible for having a current set of approved Traffic Control Plans, Inspecting traffic control devices and nighttime lighting for proper location, installation, message, cleanliness, and effect on the traveling public. Traffic control devices shall be inspected at least once per hour during working hours. The TCS shall correct, or arrange to have corrected, any deficiencies noted during these inspections. The Developer or Prime Contractor shall maintain 24-hour telephone numbers at which the TCS can be contacted and be available on the job site within 45 minutes after notification from the WSDOT Representative at other than specified working hours.

☐ **16. WORKER VISIBILITY.**

- **FLAGGER APPAREL.** Traffic Control Supervisors, Flaggers, Spotters, and others performing Traffic Control Labor of any kind shall comply with the following: (1). During daylight hours with clear visibility, workers shall wear a high-visibility ANSI/ ISEA 107-2015 Class 2 or 3 vest or jacket, and hardhat meeting the high-visibility headwear requirements of WAC 296-155-305; and (2). During hours of darkness (½ hour before sunset to ½ hour after sunrise) or other low visibility conditions (snow, rain, fog, etc.), Workers shall wear a

high-visibility ANSI/ISEA 107-2015 Class 2 or 3 vest or jacket, high-visibility lower garment meeting ANSI/ISEA 107-2015 Class E, and hardhat meeting the high-visibility headwear requirements of WAC 296-155-305.

- **APPAREL - OTHER CONTRACTOR PERSONNEL.** The Developer and/or the Contractor shall require all other personnel in the State-owned highway right of way or highway right of way under State jurisdiction under their control (including Service Providers, Subcontractors, and lower tier Subcontractors) that are on foot in the Work zone and are exposed to vehicle traffic or construction equipment to wear the high-visibility apparel meeting Performance Class 2 or 3 requirements of the ANSI/ISEA 107-2010 publication titled "American National Standard for High Visibility Safety Apparel and Headwear."

☐ **17. SIGNING.** Signing shall be installed as per the Approved Plans, the WSDOT Standard Plans, or as directed by the State's Construction Representative.

☐ **18. CHANNELIZATION PAVEMENT MARKINGS.**

- **REMOVAL.** Removal of Pavement Markings Pavement markings to be removed shall be obliterated until blemishes caused by the pavement marking removal conform to the coloration of the adjacent pavement. Grinding to remove painted markings is only allowed prior to application of a Bituminous Surface Treatment (BST). Grinding to remove pavement markings from hot mix asphalt and cement concrete pavements is allowed to a depth just above the pavement surface, then water blasting or shot blasting shall be required to remove the remaining markings. If in the opinion of the State's Construction Representative the pavement is materially damaged by pavement marking removal, such damage shall be repaired by the Contractor in accordance with Section 1-07.13(1). Sand or other material deposited on the pavement as a result of removing lines and markings shall be removed as the work progresses to avoid hazardous conditions. Accumulation of sand or other material which might interfere with drainage will not be permitted.
- **STRIPING/PAVEMENT MARKING APPLICATION.** Two applications of paint shall be required for all paint stripe markings as per the Contract Plans or the State Standard Specifications. Plastic Pavement Markings shall also be applied per the WSDOT Standard Specifications.

☐ **19. TRAFFIC REVISION WARNING SIGNING.** When the permanent channelization of the highway is changed, "TRAFFIC REVISION AHEAD" (W20-901) signs shall be installed in advance of all affected directions of travel on the Project when the channelization of the highway is changed. The location of the signs shall be per Section 2C.05 of the MUTCD, or as directed by the State's Construction Representative. These signs are 48" X 48" black letters on orange background, and shall be post mounted. The bottom of the sign shall be mounted seven (7) feet above the pavement elevation. Each sign shall have three (3) 12" by 12" Fluorescent Orange flags or Flag Signs mounted on both sides and on top of the sign. The flags signs shall be made of aluminum, durable cloth, or plastic. The signs and flags shall stay erect for six to eight weeks or as directed by the State's Construction Representative.

☐ **20. MATERIALS AND QUALITY ASSURANCE/QUALITY CONTROL (QA/QC).**

- **MATERIALS AND WORKMANSHIP.** All materials and Workmanship shall conform to the Washington State Department of Transportation Standard Specifications for Road, Bridge and Municipal Construction, current edition, and amendments thereto, and shall be subject to inspection by the State.
- **MATERIALS TESTING/REPORTING OF RESULTS.** All materials testing is to be performed by an Independent Certified Testing Laboratory of the Developer's choice. Copies of all test results shall be submitted to the State's Construction Representative prior to beginning the next phase of construction. The State reserves the right to verify the test results or to perform the testing.

☐ **21. APPROVAL OF MATERIALS**

- **REQUEST for APPROVAL of MATERIALS (RAM).** The RAM shall be prepared by the Contractor or Developer in accordance with the instructions on Form 350-071 and submitted to the State's Construction Representative for approval before the material is incorporated into the Work. All material, including proposed Aggregate Sources, shall be listed on the RAM Form. Approval of the material does not constitute acceptance of the material for incorporation into the Work. Additional acceptance actions as noted on the RAM need to be completed prior to the materials being incorporated into the Work. When requesting approval of an item that requires fabrication, both the fabricator and the manufacturer of the base material shall be identified on the RAM.
- **QUALIFIED PRODUCTS LIST (QPL).** The most current QPL list available at the time the product is proposed for use shall be used. The QPL submittal shall be prepared by the Contractor or Developer in accordance with the instructions in the QPL and submitted to the State's Construction Representative prior to use. The QPL identifies the approved products, the applicable Specification Section, and the basis for acceptance at the project level. The acceptance and use of these products is based upon additional job sampling and/or documentation. All additional acceptance actions need to be completed prior to the material being incorporated into the Work. Qualified products not conforming to the Specifications, not fulfilling the acceptance requirements, or improperly handled or installed, shall be replaced at the Contractor's expense. If there is a conflict between the QPL and the Contract, the provisions of the Contract shall take precedence over the QPL. The current QPL can be accessed online at [www.wsdot.wa.gov/biz/mats/qpl/qpl.cfm](http://www.wsdot.wa.gov/biz/mats/qpl/qpl.cfm).
- **AGGREGATE SOURCE APPROVAL (ASA).** All aggregates proposed for use on the project shall be from Pre-Approved WSDOT Sources. Pre-Approved Sources can be found on the State's ASA database which contains results of WSDOT preliminary testing of aggregate sources. The ASA database can be accessed online at the Developer website at: <http://www.wsdot.wa.gov/biz/mats/ASA/ASASearch.cfm>. This database is used by the State to indicate the approval status of these aggregate sources for applications that require preliminary testing as defined in the Contract. The ASA 'Aggregate Source Approval Report' identifies the currently approved applications for each aggregate source listed. The acceptance and use of these aggregates is contingent upon additional job sampling and/or documentation. Aggregates approved for applications on the ASA 'Aggregate Source Approval Report' not conforming to the Specifications, not fulfilling the acceptance requirements, or improperly handled or installed, shall be replaced at the Contractor's or Developer's expense.
- **HOT MIX ASPHALT (HMA) DESIGN.** Prior to Paving Operations, the AGENCY shall submit WSDOT approved HMA Mix Design(s) from WSDOT's Qualified Products List (QPL) for use on this project.

- **QUALIFICATION of CONCRETE SUPPLIERS.** Concrete Batch Plant Prequalification requires a certification by the National Ready Mix Concrete Association (NRMCA). A copy of that Certificate shall be submitted to the State's Construction Representative prior to placement of cement concrete.
- **CONCRETE MIX DESIGN.** Prior to any placement of cement concrete, the Developer shall submit State approved Mix Design(s) for use on this Project to the State's Construction Representative.

☐ **22. HMA PAVING OPERATIONS.**

- **PERMITTED PAVING CONDITIONS.** NO PAVING OPERATIONS WILL BE PERMITTED WHEN IT IS RAINING or SNOWING. Written permission from the State's Construction Representative shall be required if paving operations begin before April 1<sup>st</sup> or after October 1<sup>st</sup>. Surface temperature and other paving limitations as per the WSDOT Standard Specifications shall be enforced.
- **MATERIAL TRANSFERING DEVICE / VEHICLE.** Direct transfer of HMA from the hauling equipment to the paving machine will not be allowed in the top 0.30 feet of the pavement section of hot mix asphalt (HMA) used in traffic lanes with a depth of 0.08 feet or greater. A material transfer device or vehicle (MTD/V) **shall** be used to deliver the HMA from the hauling equipment to the paving machine. HMA for pre-leveling, pavement repair, or HMA placed in irregularly shaped and minor areas such as road approaches, tapers, and turn lanes are excluded from this requirement. At the Contractor's request, the State's Construction Representative **may** approve paving without an MTD/V. The MTD/V shall mix the HMA after delivery by the hauling equipment and prior to laydown by the paving machine. Mixing of the HMA shall be sufficient to obtain a uniform temperature throughout the mixture. If a windrow elevator is used, the length of the windrow may be limited in urban areas or through intersections, at the discretion of the State's Construction Representative.
- **ROLLERS.** The type of rollers to be used and their relative position in the compaction sequence shall generally be the Contractor's option, provided the specified densities are attained. An exception shall be that pneumatic tired rollers shall be used for compaction of the wearing course beginning October 1<sup>st</sup> of any year through March 31<sup>st</sup> of the following year. Coverage with a steel wheel roller may precede pneumatic tired rolling. Operation of the roller shall be in accordance with the manufacturer's recommendations. The use of equipment that results in crushing of the aggregate will not be permitted. Rollers producing pickup, washboard, or uneven compaction of the surface, displacement of the mixture or other undesirable results shall not be used.
- **JOINT SEALING.** All joints between existing and new pavement; and other cracks requiring repair shall be adequately cleaned and then sealed with PG 67-22 Liquid Asphalt in accordance with the manufacturer's recommendations. Filling shall be controlled to confine the material within the crack or joint. If, in the opinion of the State's Construction Representative, the Contractor's method of filling results in an excessive amount of sealant on the pavement surface, filling shall be stopped and the method changed. Any overflow shall be cleaned from the pavement surface.

☐ **23. DRAINAGE AND UTILITY CONSTRUCTION.**

- **PIPE END TREATMENT.** All culvert pipes shall have beveled end sections and quarry spalls shall be placed around end of pipes in the bottom of the ditch, and on the side of the slopes.
- **UTILITY COVER ELEVATION.** All manholes, valve covers, and like appurtenances shall be constructed at such an elevation to conform to the shoulder slope from the edge of pavement or as directed by the State.
- **DRAINAGE STRUCTURES.** Only structures stamped APPROVED by the State's Materials and Fabrication Inspection Office shall be used on this project.

- ☒ **24. RIGHT OF WAY RESTORATION.** Upon completion of the work, the Developer shall immediately remove all rubbish, scraps, brush, timber, waste materials, or other debris etc. from State-owned highway right of way, leaving the right of way in a safe, neat, and presentable condition to the State's sole satisfaction. The aesthetics of the right of way shall be as it was before the work started, or better. In addition, all drainage systems must be, cleared of obstructions, restored, and fully operational. Any work-related clean up, restoration, necessary slope treatment / protection, or drainage restoration of the State-owned right of way not completed within seven (7) calendar days of work completion, unless the State approves otherwise in writing, will be performed by the State at the Developer's expense. The Developer agrees to reimburse the State's actual direct and related indirect costs and expenses for performing the work.

☒ **25. LANDSCAPING ON STATE RIGHT OF WAY**

- **PLANTINGS.** If the Developer desires to plant and/or cultivate any shrubs, trees, hedges, or other domestic or native ornamental growth on the State-owned highway right of way that is more extensive than regular State vegetation, the Developer shall obtain a Roadside Vegetation Permit (DOT Form 220-018) from the State for the maintenance of the plantings.
- **IRRIGATION SYSTEMS.** If the Developer obtains a Roadside Vegetation Permit for Plantings, The Developer may be required to obtain additional approval for permanent irrigation systems. The Developer shall be responsible for water and electrical costs.

- ☒ **26. DISTURBANCE OF EXISTING VEGETATION.** Unless otherwise authorized by the State's representative in writing prior to the start of any Work, this Permit does not authorize the Developer, its' employees, contractors, or agents, any right to cut, spray, retard, remove, destroy, disfigure, or in any way modify the physical condition of any vegetative or landscaping material located on the State-owned highway right of way or upon state highway right of way under State jurisdiction. Should the Developer anticipate that its' Work will alter the appearance of State-owned Highway right of way vegetation or landscaping, the Developer shall notify the Department Representative listed in Special Provision 1 to obtain the State's prior written approval of the Developer's proposed Work. If the State allows the Developer to modify State-owned highway right of way vegetation, it agrees that any vegetation cutting and/or trimming activities shall be conducted in such a manner that the State-owned Highway right of way vegetation and landscaping appearance or functionality will not be altered or damaged. Should the Developer damage or alter the appearance of State-owned Highway right of way vegetation or landscaping without the State's prior written approval, the Developer is subject to penalties provided for in RCW's 47.40.070, 47.40.080, and 4.24.630, as applicable.

- ☐ 27. **SEVERANCE AND SALE OF TIMBER AND OTHER PERSONALTY — REMOVAL OF NON-MARKETABLE MATERIALS.** This Agreement is subject to RCW 47.12.140, and amendments thereto. This Agreement does not authorize the Developer, its' employees, contractors, or agents, any right to cut or remove any trees or timber located on State right-of way or upon state highway right of way under State jurisdiction without prior written approval from the State.
- ☒ 28. **PROTECTION OF PUBLIC AND PRIVATE PROPERTY.** The Developer shall assure that all Public and Private Property – including – but not limited to Electrical Equipment, Signs, Guide Markers, and Survey Monuments, on or near the project is not damaged, destroyed, or removed. If any such property is disturbed, the State's Construction Representative shall be notified within eight (8) hours. Any Private or Public Property that is damaged, removed, relocated or rendered less functional shall be replaced, repaired, or fully restored to the satisfaction of the State's Construction Representative. Construction shall be in conformance with the State's Standard Specifications, Standard Plans, Design Standards, or Project Special Provisions.
- ☐ 29. **ILLUMINATION CONSTRUCTION.**
- ☐ 30. **TRAFFIC SIGNAL CONSTRUCTION.**

- **DESIGN/CONSTRUCTION/INSPECTION.** The Developer shall assure that the design and construction of Traffic Signals and illumination on signal poles installed within the State highway right of way meets all requirements of the State.
- **ILLUMINATION DURING CONSTRUCTION.** Pre-existing illumination shall be maintained and functional at all times during construction until the new illumination is operational.

- **DESIGN/CONSTRUCTION/INSPECTION.** The Developer shall assure that the design and construction of Traffic Signals and illumination on signal poles installed within the State Highway right of way meets all requirements of the State.
- **TRAFFIC SIGNAL STANDARDS – APPROVAL.** Traffic signal standards shall be furnished and installed in accordance with the methods and materials noted in the applicable Standard Plans, pre-approved plans, or special design plans. If the proposed signal standards are not on the State's PRE-APPROVED LIST (<http://www.wsdot.wa.gov/eesc/bridge/lightsignalstandards/index.cfm>), Signal Pole Shop Drawings (electronically, or seven (7) sets of copies) shall be submitted to the State's Construction Representative for transmittal to HQ for approval.
- **ILLUMINATION DURING CONSTRUCTION.** Pre-existing illumination shall be maintained and functional at all times during construction until the new illumination is operational.
- **TEMPORARY VIDEO DETECTION SYSTEM.** If any traffic detection loop is scheduled to be disabled, a temporary video detection system shall be completely installed and made operational prior to any associated induction loop being disabled.
- **TRAFFIC DETECTION LOOPS.** The Contractor shall notify the Area Traffic Engineer through the State's Construction Representative a minimum of five (5) Working days in advance of pavement removal or grinding in areas with existing traffic detection loops.

All new traffic detection loops shall be installed after grinding or prior to paving the final lift of asphalt unless otherwise approved in writing by the State's Construction Representative.

If the State's Construction Representative suspects that damage to any traffic detection loop, not identified in the Plans as being replaced, may have resulted from Contractor's operations or is not operating adequately, the State's Construction Representative may order the Contractor to perform the field tests specified in Section 8 20.3(14)D. The test results shall be recorded and submitted to the State's Construction Representative. Traffic detection loops that fail any of these tests shall be replaced.

Loops that fail the tests, as described above, and are replaced shall be installed in accordance with current WSDOT design standards and Standard Plans, as determined by the State's Construction Representative.

If traffic detection loops that fail the tests, as described above, are not replaced and operational within forty-eight (48) hours, the Contractor shall install and maintain interim video detection until the replacement traffic detection loops are operational. The type of interim video detection furnished shall be approved by the State's Construction Representative prior to installation.

- **TRAFFIC SIGNAL HEADS.** Unless ordered by the State's Construction Representative, signal heads shall not be installed at any intersection until all other signal equipment is installed and the controller is in place, inspected, and ready for operation at that intersection, except that the signal heads may be mounted if the faces are covered with Signal Head Covering Material.
- **SIGNAL HEAD COVERING.** The signal head covering material shall be manufactured from a durable fabric material, black in color with a mesh front, and designed to fit the signal head configuration properly. The covers shall have an attachment method that will hold the cover securely to the signal in heavy wind. The covers shall be provided with a drain to expel any accumulated water.
- **TRAFFIC SIGNAL PRE-TURN-ON COORDINATION MEETING AND TESTING.** Prior to a Traffic Signal Turn-on event, the Developer/Contractor shall conduct a Pre Turn-on coordination meeting with the following Contracting Agency personnel included as invited attendees: State's Construction Representative, Electrical Inspector, Signal Operations Engineer, and Signal Maintenance Technician. The Developer/Contractor shall provide the Engineer a minimum of five (5) days written notice of the proposed Pre Turn-on coordination meeting date and time. Prior to the Pre Turn-on coordination meeting, the Developer/Contractor shall complete the items of Work detailed in the Traffic Signal Turn-on Checklist and submit the completed checklist to the State's Construction Representative. The Traffic Signal Turn-on Checklist form will be furnished to the Developer/Contractor by the State's Construction Representative.

Unless approved by the State's Construction Representative, the permitted hours for Pre-Turn-On coordination and testing shall be per the Approved Traffic Control Plan(s) for the specific operation.



- **TRAFFIC SIGNAL TURN-ON AND/OR SWITCHOVER OPERATIONS.** The Developer shall contact the State's Construction Representative at least five (5) Working days prior to scheduling a signal turn-on in order to assure that all appropriate items on the State's "Traffic Signal Turn-On Checklist" are satisfactorily addressed. The Signal Turn-On or Switchover shall not occur until all applicable Checklist items are installed and/or connected. This Checklist can be located on the State's web site at: <http://www.wsdot.wa.gov/Northwest/DevelopmentServices/LocalAgency.htm> (Go to: "What is needed to turn on a traffic signal?"). Prior to scheduling a turn-on date, the Developer/Contractor shall provide verification to the State's Construction Representative that all required testing has been satisfactorily completed. .

The traffic signal turn-on procedure shall not begin until all required channelization, pavement markings, illumination, signs, and sign lights are substantially complete and operational unless otherwise allowed by the State's Construction Representative.

If the Contractor is directed to turn off the traffic signal, the Contractor shall schedule a new turn-on date with the Engineer in accordance with the previously mentioned procedures.

- **PERMITTED HOURS FOR SIGNAL TURN-ON AND/OR SWITCH-OVER OPERATIONS.** Unless approved by the State's Construction Representative, the permitted hours for Traffic Signal Turn-on or Switch-Over shall be per the Approved Traffic Control Plan(s) for the specific operation. Signal Switchover and Turn-On operations are permitted only on Tuesday, Wednesday, or Thursday – except in the case of an emergency. No Switchover or Turn-On operations will be permitted on Monday, Friday, weekends, holidays, or the day preceding a holiday.
- **NEW SIGNAL AHEAD/SIGNAL REVISION WARNING SIGNING.** "NEW SIGNAL AHEAD" (W20-902) or "SIGNAL REVISION AHEAD" (W20-903) signs shall be installed in advance of all affected directions of travel on the Project when a new traffic signal system is installed or when modifications to an existing signal are made. The location of the signs shall be per Section 2C.05 of the MUTCD, or as directed by the State's Construction Representative. These signs are 48" X 48" black letters on orange background, and shall be post mounted. The bottom of the sign shall be mounted seven (7) feet above the pavement elevation. Each sign shall have three (3) 12" by 12" Fluorescent Orange flags or Flag Signs mounted on both sides and on top of the sign. The flags/signs shall be made of aluminum, durable cloth, or plastic. The signs and flags shall stay erect for six to eight weeks or as directed by the State's Construction Representative.

☐ **31. INTELLIGENT TRANSPORTATION SYSTEM CONSTRUCTION/INSPECTION.** The Developer shall assure that the construction of Intelligent Transportation Systems owned by the State meets all requirements of the State.

☐ **32. ADVERTISING SIGNS.** Any advertising adjacent to State Highways must be in compliance with the Scenic Vistas Act of 1971, Chapter 47.42 RCW and Chapter 468-66 WAC. Violation of this section of the statutes will be sufficient cause for cancellation of this Agreement. Advertising signs are allowed off State Highway right of way, subject to Local Agency Codes and Regulations.

☒ **33. CRANE BOOM WITHIN DEPARTMENT RIGHT OF WAY.**

This Permit provides the PERMITTEE temporary use of the DEPARTMENT's airspace right of way; no permission is granted for use of the DEPARTMENT's right of way at the ground level.

Unloaded crane swings, including "weather vaning" will be permitted in the area marked on "Exhibit E", sheet 1 of 1, with yellow highlight.

Crane load swings within thirty (30) feet of the paved edge of the SR 5 travelled lane or ramps are prohibited and will be cause for immediate revocation of Permit.

No use other than operating or "weather vaning" one (1) construction tower-crane booms within DEPARTMENT's airspace right of way is permitted without the prior written approval from the DEPARTMENT.

Signs, display lights, or advertising media/materials are not permitted unless they comply with Ch. 47.42 RCW and Ch. 468-66 WAC and are completely detailed on a separate plan sheet which requires specific prior written authorization by the DEPARTMENT. Advertising signs or banners shall not be allowed on any portion or parts of the cranes operating within the DEPARTMENT right of way.

☒ **34. CRANE OPERATIONS WITHIN DEPARTMENT RIGHT OF WAY.**

The PERMITTEE shall:

- comply with all applicable federal, state and local laws, ordinances, and regulations, including environmental requirements that are in force or which may hereafter be in force. The PERMITTEE shall also secure all necessary permits and licenses for the use of the DEPARTMENT's right of way authorized by this Permit.
- provide the DEPARTMENT with a crane safety and operations plan for approval and receive safety and operations plan approval from the DEPARTMENT prior to operating any crane within the DEPARTMENT's right of way. The plan shall:
  - 1) list how the PERMITTEE will comply with applicable state and federal laws.
  - 2) ensure that crane operators will not swing loads within thirty (30) feet of the paved edge of the SR 5 lane or ramps.
  - 3) designate the individual responsible to oversee and perform PERMITTEE crane operations and safety measures.
  - 4) provide names and telephone contact numbers affording 24-hour, 7-day-a-week contact.
  - 5) show any suitable crane "limit" switches installed and provide specific details describing how the PERMITTEE will ensure compliance with the safety and operations plan.

The plan shall be submitted to the DEPARTMENT's NW Region Area 5 Maintenance Superintendent, James McBride or designee, 425-734-3730, for written approval.

- designate a signal person and a safety officer to oversee crane operations. The officer, signal person or any construction person on-site shall have authority to stop the operation of the crane if a load appears that it will swing any closer than thirty (30) feet from the paved edge of SR 5 lane or ramps.

- require a daily pre-lift meeting by the crane operator, signal person, and designated safety officer to discuss their operating plan prior to commencing daily crane operations.
- ensure that the signal person shall remain in continuous sight of, or in direct communication with, the crane operator in accordance with WAC 296-155-5245.
- provide a crane operations safety training program for all employees who will access the PERMITTEE's construction site.
- secure access to the project site to prevent unauthorized entry during non-operating hours and take steps to prevent unauthorized crane operation during non-operating hours, such as locking/disabling the crane operator's controls and disconnecting electrical power to the crane.
- post emergency or after-hour contact telephone numbers on a DEPARTMENT approved sign attached at the entrance to PERMITTEE's construction site.
- provide evidence of crane inspection certified by state/federal regulators as applicable.











**NOTE: THIS SHEET HAS BEEN INCLUDED BY REQUEST OF SDCI FOR VERIFICATION PURPOSES FOR PHASE II PERMIT REVIEW BUT IS NOT A PART OF THE PERMIT.**



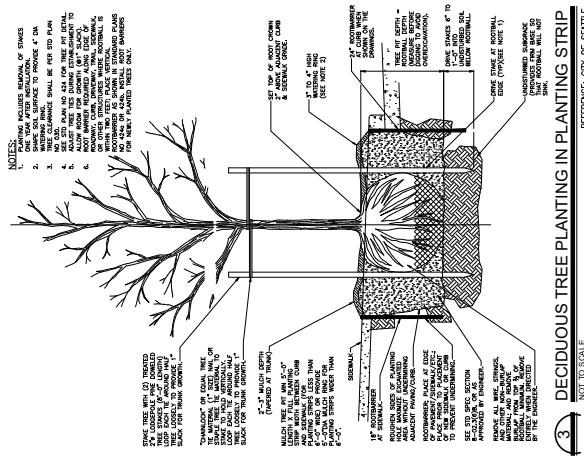
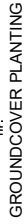
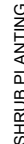




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REVIEWED BY SPV/WATER ENGINEERING	NAME OF INITIALS AND DATE	INITIALS AND DATE
20.....	DESIGNED RWS 12/07/18 CHECKED RWS 12/07/18	REVIEWED:  PROJECT MANAGER
REVIEWED BY SPV/DRAINAGE	DESIGNED RWS 12/07/18 CHECKED RWS 12/07/18	DESIGN REVIEW
20.....		DESIGNED BY
APPROVED BY SOT STREET IMPROVEMENT PERMITTING	DESIGNED BY	DESIGNED BY
20.....		DESIGNED BY

City of Seattle  
**Seattle Department  
of Transportation**

1208 PINE STREET  
LEX SIDEWALK STORM DRAINAGE AND LANDSCAPING IMPROVEMENTS

SHEET 6 OF 7

## Street Trees & Frontage Plantings



Black Eyed Susan Rudbeckia

**STAGING,  
MASONRY AND  
SCOFFOLDING  
WORK AREA**

## SECURITY FENCE

Exhibit "D"  
Developer Agreement No. UCB 1608  
SR 5 (MP 166.13R)  
1208 Pine St (PIVOT Apartments)

## Level 1 Site Plan

